IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
Civil Writ Petition No.5299 of 1984

1. Ishwara Naru Jadhav since decesed
through his legal heirs:
(a) Sadashiv Ishwara Jadhav & ors. Petitioners

Vs.

1. Vishwanath Moreshwar Gokhale
since deceased through his legal
heirs:
(a) Manohar Vishwanath Gokhale
and ors. Respondents

Mr.V.S.Gokhale for Resp.Nos.1(a) to 1(b) and 1(d).

Mr.Milind H. Thenge h/f. Mr.M.Janardhan for Resp. Nos.2(2)(a), 2(3) to 2(7), 2(c), 2(f), 2(g) & 2(B)(b).

Mr.S.S.Pandit for Resp.Nos.2(A), 2(B), 2(C), 2(D) and 3.

Mr.J.D.Khairnar for Resp. No.5-absent.

CORAM: B.H.MARLAPALLE,J.

June 07, 2006.

ORAL JUDGMENT:

1. This petition challenging the orders passed by the Tenancy Appeal Court and the MRT has been pending for the last more than 21 years and during this period of more than two decades number of LRs of the deceased parties have been brought on record. The petitioners are the LRs of Ishwara Naru Jadhav who was tenant over the agricultural land held by the respondent no.1-landlord. Dinkar Jadhav - original respondent no.2 was similarly a tenant on 1/3rd of

the holding of respondent no.1 and so was Respondent No.4 - Tayappa Kadam. The total land held by Respondent No.1 in Survey Nos.368 and 369 admeasured 16 Hectares and 39 Ares i.e. total of 41 acres at village Alsund in Taluka Khanapur of Sangli District.

2. The landlord sold the entire land by registered sale deed dated 18/5/1960 to the following respondents and as per the extent mentioned against each name:

Resp.No.2 - Dinkar Jadhav - 30 acres

Resp.No.3 - Nivrutti Chougule - 6 acres

Resp.No.4 - Tayappa Kadam - 5 acres

Around this time Ishwara, one of the three tenants and to whom the landlord did not sell the land, moved Tenancy Application No.39 of 1960 under Section 70-B of the Bombay Tenancy and Agricultural Lands Act, 1948 ("the Act" for short) and Tenancy Awal Karkun at Vita allowed the said application by his order dated 31/3/1976 thereby declaring Ishwara as the tenant on the said suit land. This order was challenged by original tenant - Dinkar Jadhav (Respondent No.2) and one of the purchasers Shri Nivrutti Chougule

(Respondent No.3 who was not a tenant) in Tenancy Appeal No.62 of 1977. The said appeal came to be allowed by the Deputy Collector, Sangli on 30/3/1983 and, therefore, the LRs of Ishwara challenged the said order in revision application registered as Tenancy Application No.72 of 1983 before the Maharashtra Revenue Tribunal at Kolhapur. The said revision application came to be dismissed on 17/9/1984.

3. Consent Terms were signed between the petitioners, who are the LRs of Ishwara and the appellants before the Deputy Collector, Respondent No.2 i.e. LRs of Dinkar Jadhav and Respondent No.5 who is one of the LRs of Ishwara and sister of the petitioners. At the first instance the petitioners seek leave of this Court to delete Respondent No.3-Nivrutti Krishna Chowgule who was not a tenant admittedly, whose holding of 6 acres in terms of the sale deed dated 18/5/1960 is not disturbed by the petitioners by any claim all these years, and respondent no.4-Tayappa Kadam. It is pertinent to note that Tenancy Appeal No.62 of 1977 was filed by the present respondent nos.2 and 3 and respondent no.4 was not a party. It appears that LRs of

Respondent No.2 have agreed to accept the petitioners as the deemed purchasers of 6 acres of land out of their holding of 30 acres in the suit land as on 1/4/1957 and as identified in the sketch (in red colour) annexed to the Consent Terms. Mr.Pandit, the learned counsel for Respondent No.3, who was one of the original tenants, has taken exception to these compromise terms of recognising Ishwara as the deemed purchaser as on 1/4/1957 at the behest of the LRs of respondent no.2. The reasoning set out by Mr.Pandit is that the application filed by Ishwara under Section 70-B was dismissed by the Deputy Collector and the said order has been confirmed by the MRT. Thus the declaration made in favour of Ishwara by the Awal Karkun has been set aside and, therefore, by this compromise decree such a status cannot be regranted. These contentions of Mr.Pandit will have to be accepted. At the same time if the petitioners and the main contesting respondents i.e. LRs of respondent no.2 have agreed to compromise the dispute between them, there is no reason why this Court will come in the way of such a settlement. Respondent no.1 has remained only a formal party and ceased to have any interest in the land after the sale deed dated 18/5/1960 was registered. Therefore, the

petitioners are allowed to delete respondent nos.1, 3 and 4.

4. The petition is, therefore, disposed off by recording the compromise between the petitioners and respondent no.5 on the one hand and LRs of respondent no.2, namely the LRs of respondent no.2 have agreed to release six acres of the land from their total holding of 30 acres from the suit land in favour of the petitioners and respondent no.5 as and by way of compromise. This order does not deal with the status of Ishwara as a tenant or otherwise and, therefore, the ownership of the petitioners and respondent no.5 on the 6 acres of land shall be by way of the compromise between them and the LRs of respondent no.2. Rule discharged. No costs.

(B.H.MARLAPALLE,J.)